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Please find below and/or attached an Office communication concerning this application or proceeding.

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte MARIA GUADALUPE CASTELLANOS

Appeal 2010-004434
Application 10/781,607
Technology Center 3600

Before MURRIEL E. CRAWFORD, HUBERT C. LORIN, and JOSEPH A. FISCHELLI, *Administrative Patent Judges*.

CRAWFORD, *Administrative Patent Judge*.

DECISION ON APPEAL

STATEMENT OF THE CASE

Appellant seeks our review under 35 U.S.C. § 134 of the Examiner's final decision rejecting claims 1 to 13, 15 to 17, 19 to 21, 23, and 27 to 36. We have jurisdiction over the appeal under 35 U.S.C. § 6(b).

We AFFIRM.

BACKGROUND

Appellant's invention is directed to a method, system and apparatus for categorizing the content of contracts.

Claim 1 is illustrative:

1. A method executed by a processor for analyzing contracts, comprising:

receiving, by the processor, a definition of plural structural components within a contract being analyzed;

determining, by the processor, at least one language pattern indicative of a contract attribute from text of a plurality of sample contracts, wherein the at least one language pattern corresponds to a particular one of the plural structural components specified by the definition;

determining, by the processor, whether the language pattern is present in the particular structural component of the contract being analyzed; and

in response to the presence of the language pattern in the particular structural component of the contract being analyzed, assigning, by the processor, text associated with the language pattern to the contract attribute.

Appellant appeals the following rejections:

Claims 1 to 7, 9 to 13, 15, 16, 19 to 21, 23, 30, 33, and 36 under 35 U.S.C. § 103(a) as unpatentable over Stephen Soderland, *Learning Information Extraction Rules for Semi-Structured and Free Text*, 233-72 (1999) (hereinafter "Soderland") in view of Grundfest (US 2002/0165726 A1, iss. Nov. 7, 2002).

Claims 8, 27 to 29, 31, 32, 34, and 35 under 35 U.S.C. § 103(a) as unpatentable over Soderland, Grundfest, and Lerner (US Pat. No. 6,859,909

B1, iss. Feb. 22, 2005).

Claim 17 under 35 U.S.C. § 103(a) as being unpatentable over Soderland, Grundfest, and Kadel (US Pub. No. 2002/0184401 A1, pub. Dec. 5, 2002).

ISSUES

Did the Examiner err in rejecting claim 1 because neither Soderland nor Grundfest discloses the subject matter of claim 1?

Did the Examiner err in rejecting claim 1 because a person of ordinary skill in the art would not have been prompted to combine the teachings of Grundfest and Soderland?

Did the Examiner err in rejecting claim 28 because Lerner does not provide a teaching of using a document object model to define structural components within a contract?

Did the Examiner err in rejecting claim 29 because Soderland does not disclose wherein receiving the definition of the plural structural components comprises receiving a model of the plural structural components within a contract?

FACTUAL FINDINGS

We adopt the Examiner's findings as our own found on pages 4 to 5 and 13 to 15 of the Answer. Ans. 4 to 5; 13 to 15.

ANALYSIS

We are not persuaded of error on the part of the Examiner by Appellant's argument that neither Soderland nor Grundfest discloses the

subject matter of claim 1. Appellant argues that Soderland does not disclose (1) receiving a definition of plural structural components within a contract, and (2) determining at least one language pattern from the text of a plurality of sample contracts that corresponds to a particular one of the plural structural components specified by the definition. The Appellant points to what they term a concession by the Examiner, i.e., that Soderland is not applied to contracts. However, this argument directed to Soderland alone is not persuasive because it is directed to the teachings of Soderland alone when the rejection is based on the combined teachings of Soderland and Grundfest. Nonobviousness cannot be established by attacking the references individually when the rejection is predicated upon a combination of prior art disclosures. *See In re Merck & Co. Inc.*, 800 F.2d 1091, 1097 (Fed. Cir. 1986). In this regard, the Examiner relies on Grundfest for the teaching of a method for creating and analyzing contracts for language patterns and searching through contracts for trends or patterns in the contract data.

The Appellant's argument that Grundfest does not disclose subject matter that the Examiner found in Soderland is likewise not persuasive.

We are not persuaded of error on the part of the Examiner by Appellant's argument that a person of ordinary skill in the art would not have been prompted to combine the teachings of Grundfest and Soderland. We agree with the Examiner that since Grundfest teaches that the ability to compare contract terms across several sales persons may allow an enterprise to achieve more favorable terms for the sale of goods a service, it would have been obvious to use and modify the Soderland method so as to achieve these results. In addition, the combination of Soderland and Grundfest is no

more than the use of the known method of analyzing documents as taught by Soderland to analyze a specific type of document to achieve a predictable result. *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 416-17 (2007).

In view of the foregoing, we will sustain the Examiner's rejection of claim 1. We will also sustain the rejection as it is directed to claims 2 to 7, 9 to 13, 15, 16, 19 to 21, 23, 30, 33, and 36 because the Appellant has not argued the separate patentability of these claims.

We will also sustain the Examiner's rejection of claim 17 because the Appellants rely on the same arguments made in responding to the rejection of claim 17 as made above.

We are not persuaded of error on the part of the Examiner in rejecting claim 28 by Appellant's argument that Lerner does not apply its teaching of using a document object model to define structural components to a contract. We are also not persuaded of error on the part of the Examiner in rejecting claim 29 by Appellant's argument that Soderland does not disclose apply its teaching of receiving the definition of the plural structural components which comprises receiving a model of the plural structural components to a contract. As we stated above, one cannot show nonobviousness by attacking the references individually. In this regard, *Grundfest* not *Lerner* or *Soderland* is cited for teaching the advantage of analyzing contracts for language patterns.

In view of the foregoing, we will sustain the Examiner's rejection of claims 28 and 29. We will sustain the rejection as it is directed to claims 32 and 35 because the Appellant has advanced arguments similar to those

advanced for claims 28 and 29 and has not argued the separate patentability of these claims.

We will also sustain the rejection of claims 8, 27, 31, and 34 because the Appellant has not argued the separate patentability of these claims.

DECISION

We affirm the decision of the Examiner.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a). *See* 37 C.F.R. § 1.136(a)(1).

AFFIRMED

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